

VIA MESSENGER

Dan Furie  
SVP Warner Bros. Pictures  
Warner Bros. Pictures  
4000 Warner Blvd.  
Burbank, Ca. 91522

Natalie V. Rodriguez  
Vice-President and Associate General Counsel  
Warner Bros. Pictures  
4000 Warner Blvd.  
Burbank, Ca. 91522

Re: Aretha Franklin / "AMAZING GRACE"

Dear Dan and Natalie,

Enclosed please find a cashier's check in the amount of \$35,000, which is the amount to be paid by Alan, under the Warner Bros. agreement and amendments, once financing sufficient for production and post-production is obtained and post-production is completed (per 2010 Amendment). Alan does not think this point has been reached but he and I agree it's not something we want to argue about.

As to the issue of reversion of rights to Warner Bros. that Ms. Rodriguez raised in her letter of September 18, there doesn't appear to be any contractual provision that works a reversion if the \$35,000 isn't paid or in the event that a clearance isn't obtained. The reversion provision is specific, i.e., reversion only occurs if Alan failed to provide a fully edited version of the film, as defined in the 2012 Amendment, to Warners in a timely fashion. That was done in the Spring of 2012 when Alan held a screening at Warners. Also, all clearances are in place, with the only "exception" being Tyerman's claim on behalf of the Pollack Estate which all of us, including those at Warner Bros., consider to be without any legal basis.

With all this in mind, Alan and I don't see a need for another amendment to the Quitclaim Agreement. Please let me know if you have any questions or if you think I'm missing something in my analysis of where things stand.

Cordially,

Tom McGuire

cc Alan Elliot  
Joe Boyd  
John Boyd